

The Honorable John C. Coughenour

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

JORDAN KASTEL and STORMIE HOY,
Individually and for Others Similarly
Situated,

Plaintiffs,

v.

CASCADE LIVING GROUP
MANAGEMENT, LLC, a Washington limited
liability company,

Defendant.

Case No. 2:23-cv-00684-JCC

**~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: Feb. 11, 2025
Hearing Time: 9:00 a.m. PST

1 The Motion for Final Approval of Class and Collective Action Settlement filed by Plaintiffs
 2 Jordan Kastel and Stormie Hoy came for hearing in the above-captioned court, the Honorable John
 3 C. Coughenour presiding. Defendant does not oppose the motion.

4 In the Complaint, Plaintiffs allege that Defendant violated federal law, Washington wage
 5 and hour laws, and Oregon wage and hour laws with respect to a group of approximately 6,000
 6 current and former non-exempt employees who worked for Cascade Living Group Management,
 7 LLC (“Defendant” or “Cascade”). Throughout the relevant time period, Plaintiffs allege they and
 8 other non-exempt employees were required to remain on-duty during their unpaid meal and rest
 9 periods in accordance with Cascade’s practices and policies. Plaintiffs also allege they and other
 10 non-exempt employees were subject to a non-neutral time-rounding practice which favored
 11 Cascade to the detriment of the non-exempt employees. Cascade denies the allegations and denies
 12 any liability or wrongdoing.

13 Plaintiffs allege causes of action under the Fair Labor Standards Act (“FLSA”), 29 U.S.C.
 14 §§ 201, *et seq.*; Washington State wage-and-hour laws, RCW 49.46, *et seq.*, 49.52, *et seq.*, WAC
 15 § 296-126-092; and Oregon wage-and-hour laws, ORS §§ 652.120, 652.610, 653.0101, 653.261,
 16 OAR 839-020-0030, OAR 839-020-0050.

17 After informal discovery and investigation by Class Counsel, the Parties entered into arm’s
 18 length settlement negotiations in an attempt to resolve the claims. Following months of
 19 negotiations, the Parties reached a global settlement that resolves all of the claims in the action as
 20 to the Class and Collective Members. The Parties then negotiated and executed a long-form
 21 settlement agreement, which was executed on or around July 19, 2024, filed at ECF 30-1.

22 Plaintiffs filed a Motion for Preliminary Approval of Class and Collective Action
 23 Settlement on July 19, 2024. *See* ECF 30. The Court granted the motion on July 29, 2024. *See* ECF
 24 31. Before the Court is the last stage of the settlement approval process: final approval of the
 25 Settlement. Plaintiffs have separately moved for approval of attorneys’ fees and costs, and the
 26 service awards for the Class Representatives.

1 At the final approval hearing, Josephson Dunlap LLP and Frank Freed Subit & Thomas
 2 LLP appeared for Plaintiffs, Class Members, and Collective Members, and Ballard Spahr LLP
 3 appeared for Defendant.

4 Having reviewed the papers and documents presented, having heard the statements of
 5 counsel, and having considered the matter, the Court HEREBY ORDERS as follows:

6 1. The Court has jurisdiction over the claims of the Participating Class Members and
 7 Opt-in Plaintiffs asserted in this proceeding and over all Parties to the action.

8 2. The Court finds that zero Class Members have objected to the Settlement and two
 9 Class Members have requested exclusion from the Settlement. Additionally, ~~344~~ 309 Collective
 10 Members have filed valid opt-in forms.

11 3. The Court hereby excludes Valerie Wedman and Sharlene Enos from the Settlement
 12 and this Final Approval Order and Judgment, on the basis of their Requests for Exclusion. Valerie
 13 Wedman and Sharlene Enos have opted-out of the Settlement, and they shall not be paid any
 14 monies under the Settlement and shall not be subject to the release of any claims under the
 15 Settlement.

16 4. The Court hereby GRANTS final approval of the terms and conditions contained
 17 in the Settlement, as to the Participating Class Members and Opt-in Plaintiffs. The Court finds that
 18 the terms of the Settlement are within the range of possible approval, pursuant to Federal Rule of
 19 Civil Procedure 23 and applicable law.

20 5. The Court finds that: (1) the settlement amount is fair and reasonable to the
 21 Participating Class Members and Opt-in Plaintiffs when balanced against the probable outcome of
 22 further litigation relating to class and collective action certification, liability and damages issues,
 23 and potential appeals; (2) sufficient discovery, investigation, research, and litigation have been
 24 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
 25 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that
 26 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
 27 has been reached as the result of intensive, serious, and non-collusive negotiations between the
 28 Parties. Accordingly, the Court finds the Settlement was entered into in good faith.

6. The Court hereby makes final its certification of the provisional Classes and Collective, in accordance with the Settlement, for the purposes of this Settlement only. The Classes are defined as all current and former hourly, non-exempt employees employed by Defendant in Washington who were purportedly subject to Defendant's potential wage and hour violations at any time starting May 10, 2020 through July 29, 2024, and all current and former hourly, non-exempt employees employed by Defendant in Oregon who were purportedly subject to Defendant's potential wage and hour violations at any time starting May 10, 2017 through July 29, 2024, as defined in the Settlement Agreement at Paragraph I.B-C. The Court hereby makes final its certification of the FLSA Collective comprised of the Opt-in Plaintiffs in this Action.

7. The Court hereby finally appoints Plaintiffs as the Class Representatives and as representatives for the Classes and Collective.

8. The Court hereby finally appoints Josephson Dunlap LLP, Bruckner Burch PLLC, Frank Freed Subit & Thomas LLP, and Anderson Alexander PLLC as Class Counsel.

9. The Court finds the approved Class and Collective Notice Packet (ECF 30-2) constituted the best notice practicable under the circumstances and is in full compliance with the applicable laws and the requirements of due process. The Court finds that the Class and Collective Notice Packet fully and accurately informed the Class and Collective Members of all material elements of the proposed Settlement, of their right to be excluded from the Settlement, and of their right and opportunity to object to the Settlement. A full opportunity has been afforded to the Class and Collective Members to participate in this hearing and all Class and Collective Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members that did not submit a Request for Exclusion are bound by this Final Approval Order and Judgment.

10. The Court further finds that the Class and Collective Notice Packet fully and accurately informed the Collective Members of all material elements of the proposed Settlement and of their right to opt-in to the Settlement. Accordingly, the Court determines that all Opt-in Plaintiffs are bound by this Final Order and Judgment.

11. The Court FINALLY APPROVES Class Counsel's request for attorneys' fees of one-third of the Gross Settlement Amount, for a total of \$366,666.67. This amount is justified under the common fund doctrine, the range of awards ordered in this District and Circuit, the excellent results obtained, the substantial risk borne by Class Counsel in litigating this matter, the high degree of skill and quality of work performed, the financial burden imposed by the contingency basis of Class Counsel's representation of Plaintiffs, Class, and Collective Members, and the additional work required of Class Counsel to bring this Settlement to conclusion. The Court finds the fee award is further supported by a lodestar crosscheck, whereby it finds that the hourly rates of Josephson Dunlap LLP are reasonable, and that the estimated hours expended are reasonable.

12. The Court FINALLY APPROVES Class counsel's request for litigation costs in the amount of \$1,780.00.

13. The Court FINALLY APPROVES service awards of \$7,500 for each Class Representative, and finds that these awards are fair and reasonable for the work these individuals provided to the Class and Collective, and justify the broader releases the Class Representatives executed.

14. The Court confirms the appointment of Simpluris as Settlement Administrator and approves its reasonable administration costs of \$44,108.00, which is to be paid from the Gross Settlement Amount.

15. Accordingly, GOOD CAUSE APPEARING, the Court hereby APPROVES the following implementation schedule:

Effective Date	The date by which the Agreement is approved by the Court, and latest of: (i) if no objection to the settlement is made, or if an objection to the Settlement is made and Judgment is entered but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed; or (ii) if Judgment has been entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
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Deadline for Defendant to pay the Gross Settlement Amount into the Qualified Settlement Account	Within 15 business days after the Effective Date
Deadline for Defendant to deposit the amount of employer-side payroll taxes	Within 15 business days after the Effective Date
Deadline for Simpluris to make payments under the Settlement to Participating Class Members, Opt-in Plaintiffs, Plaintiffs, Class Counsel, and itself	Within 15 days after Defendant funds the Gross Settlement Amount
Deadline for Simpluris to send a reminder notice to Participating Class Members who have not cashed their Settlement Checks	120 days after issuance of the settlement checks
Check-cashing deadline	180 days after issuance of the settlement checks
Deadline for Simpluris to redistribute funds from uncashed Settlement Share checks to those Class Members and Opt-in Plaintiffs who cashed their Settlement Share checks or to the <i>cy pres</i> recipient(s), as applicable	As soon as practicable after the check-cashing deadline
Deadline for Simpluris to provide written certification of completion of administration of the Settlement to counsel for all Parties and the Court	As soon as practicable after completion of the redistribution of uncashed Settlement Share check funds and/or the tender such funds to <i>cy pres</i>

16. The Court further ORDERS that, pending further order of this Court, all proceedings in the Action, except those contemplated herein and in the Settlement, are stayed.

17. With this final approval of the Settlement, it is hereby ordered that all claims that are released as set forth in the Settlement are barred as of the Effective Date.

18. The Court permanently enjoins all of the Participating Class members and Opt-in Plaintiffs from pursuing, or seeking to reopen, any released claims (as defined in the Settlement Agreement at Paragraph III.G) against Defendant and Released Parties (as defined in the Settlement at Paragraph I.HH) as of the Effective Date.

19. The Court dismisses the above-captioned Action with prejudice and HEREBY ENTERS JUDGMENT consistent with the Settlement and this Order to so dismiss the Action. Accordingly, the Court HEREBY ORDERS, ADJUDGES, AND DECREES that all Participating Class Members and all Opt-in Plaintiffs are permanently enjoined and barred from prosecuting

1 against any released claims (as defined in the Settlement at Paragraph III.G) against the Defendant
2 and Released Parties (as defined in the Settlement at Paragraph I.HH) as of the Effective Date.

3 20. The Court shall retain jurisdiction to enforce the terms of the Settlement.

4 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

5 Dated: February 11, 2025
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11 THE HONORABLE JOHN C. COUGHENOUR
12 United States District Judge
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